

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

LARRY EDWARD DILLON, }
Plaintiff, } 3:03-cv-00203-RCJ-WGC
v. }
WEST PUBLISHING CORPORATION, }
WEST GROUP and THE THOMPSON }
LEGAL PUBLISHING CORPORATION, THE }
THOMPSON CORPORATION, BLACK AND }
WHITE CORPORATION and DOES I }
through X, inclusive, }
Defendants. }

)

ORDER

Currently before the Court is Plaintiff's Motion (#280) to Strike the Bill of Costs (#276). Plaintiff does not object to the costs set forth in the Bill of Costs (#276), but argues that the filing of a bill of costs is a breach of an agreement between the parties. Specifically, Plaintiff claims that there was an agreement between the parties that: (1) Plaintiff would forego the filing of a bond on appeal, and (2) if Defendants prevailed after the appeal or on post-trial motions, Defendants would not seek to enforce fees and costs. Defendants respond that the agreement pertained only to costs related to the post-trial motions and the appeal, and only one item on the Bill of Costs (#278) should be stricken as improperly included in light of that agreement, that is, the amount of \$455 requested in connection with filing the notice of appeal on December 19, 2008.

Plaintiff submitted two exhibits in support of the Motion (#280). Exhibit One is a letter sent by Defendants' counsel to Plaintiff's counsel, stating that:

This will confirm our conversation in Court immediately following the jury verdict in plaintiff's favor that plaintiff will not seek to enforce his judgment

1 against any of the defendants pending the outcome of defendants' post-trial
2 motions and/or appeal to the United States Court of Appeals for the Ninth
3 Circuit, in return for defendants' agreement that should it be awarded costs in
4 connection with these motions and/or the appeal, defendants specifically
5 forego said costs and will not seek to collect same. Defendants further agree
6 that they will pay any judgment that still exists pending the resolution of any
final appeal.

7 If this does not accurately set forth our understanding, please advise and
8 defendants will immediately undertake the posting of appropriate security
9 pending resolution of said motions and/or appeal.

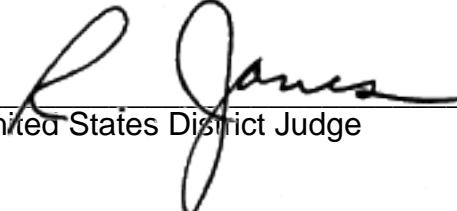
(Ex. 1 (#280-2).) Plaintiff's attorney responded with:

I am in receipt of your letter dated July 18, 2008. Please note the following
correction: our agreement included not just costs, but fees and costs.

(Ex. 2 (#280-3).)

The agreement as set forth in the exhibits plainly contemplates that Defendants will
forego seeking costs associated with post-trial motions and/or appeal. For that reason, IT
IS ORDERED that the Motion to Strike (#280) is **DENIED**. However, the requested costs of
\$3,516.55 must be reduced by the amount of \$455, which Defendants state is the amount
of the filing fee for the appeal, which was inadvertently included in the bill of costs.

DATED: This 26th day of November, 2012.


United States District Judge